

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

<input checked="checked" type="checkbox"/> <b>New contract</b>	<input type="checkbox"/> <b>OTR</b>	<input type="checkbox"/> <b>CO</b>	<input type="checkbox"/> <b>SS</b>	<input type="checkbox"/> <b>BW</b>	<input type="checkbox"/> <b>Emergency</b>	Previous Contract/Project No: 1B7262-0/16
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<input type="checkbox"/> <b>Re-Bid</b>	<input type="checkbox"/> <b>Other</b>
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LIVING WAGE APPLIES: \_\_\_ YES ☒ NO

Requisition/Project No: RQPR1600003

TERM OF CONTRACT: 5 years with no options to renew

Requisition/Project Title: POOL HEATER MAINTENANCE & REPAIRS

Description: Contract to purchase equipment for gas monitor parts, supplies and accessories for RAE Systems the Miami-Dade Police and Fire Hazmat Departments.

User Department(s): Fire & Parks

Issuing Department: INTERNAL SERVICES DEPARTMENT

Contact Person: Ana "Kiki" Lang Phone: (305) 375-5482

Estimated Cost: \$210,000

Funding Source:

Department	Allocation	Funding Source
Miami-Dade County Fire	\$10,000	Rescue Taxing District
Miami-Dade Parks	\$200,000	General Fund

**ANALYSIS**

Commodity/Service No: <u>988-82</u> SIC: _____			
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
<b>EXISTING                      2<sup>ND</sup> YEAR                      3<sup>RD</sup> YEAR</b>			
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes ___ No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Ana Lang

Date to SBD: 12/8/15 revised

Date Returned to DPM: \_\_\_\_\_

**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the maintenance and/or repairs of swimming pool heaters at various locations managed by the Miami-Dade Park and Recreation Department in conjunction with the County's needs on an as needed when needed basis throughout Miami-Dade County.

**2.2 TERM OF CONTRACT**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department (ISD) Procurement Management Services Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five (5) year period.

**2.3 METHOD OF AWARD**

Award of this contract will be made to one (1) responsive, responsible Bidder, who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single Bidder.

**2.4 PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT**

Prices proposed by the Bidder shall remain fixed and firm during the term of Contract.

**2.5 T & C SEC 1.21 INDEMNIFICATION AND SEC 1.22 INSURANCE (SEND TO RISK OTHERWISE OMIT MENTION IN 2.6)****2.6 GENERAL TERMS AND CONDITIONS EXCEPTIONS**

The following sections listed within the General Terms and Conditions (R15-3) are not applicable to this solicitation:

Section 1.21 INDEMNIFICATION (WAITING FOR RESPONSE FROM RISK)

Section 1.22 (LETTER) INSURANCE REQUIREMENTS (WAITING FOR RESPONSE FROM RISK)

Section 1.31 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Section 1.32 CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

Section 1.46 SPECIAL SECURITY REQUIREMENTS AT MIAMI-DADE AVIATION, WATER AND SEWER, TRANSIT AND SEAPORT DEPARTMENTS

**2.7 CERTIFICATE OF COMPETENCY (11/20/15 CALLED & SENT EMAIL TO PROS IS THIS UPHELD)**

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency for Swimming Pool Maintenance work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. Therefore, bidders for this contract must hold a Mechanical License and be certified to work on LP or Natural Gas. If work for other trades is required in conjunction with this solicitation and will be performed by

a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period

## **2.8 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED**

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

- I. Vendor Information:
  - The name of the business organization as specified on the contract between Miami-Dade County and vendor
  - Date of invoice
  - Invoice number
  - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
  - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- II. Pricing Information:
  - Unit price of the goods, services or property provided
  - Extended total price of the goods, services or property
  - Applicable discounts
- IV. Goods or Services Provided per Contract:
  - Description
  - Quantity
- V. Delivery Information:
  - Delivery terms set forth within the Miami-Dade County Release Purchase Order
  - Location and date of delivery of goods, services or property

## **2.9 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM**

### **A. Type of Warranty Coverage Required**

The vendor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the County. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the vendor shall remain in force for the full period identified by the vendor; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

**B. Correcting Defects Covered Under Warranty**

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**2.10 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.11 ADDITIONAL FACILITIES MAY BE ADDED**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

**The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.**

**2.12 DELETION OF FACILITIES**

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the vendor.

**2.13 CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

**2.14 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA),

the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**2.15 HOURLY RATE**

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

**2.16 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**2.17 LEGAL REQUIREMENT FOR POLLUTION CONTROL (11/23/15 SENT EMAIL TO RER IS CLAUSE UPHELD & WHAT DEPT SHOULD BE CONTACTED)**

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

**2.18 LICENSES, PERMITS AND FEES**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

**2.19 SUPERINTENDENT SHALL BE SUPPLIED BY THE BIDDER (11/20/15 CALLED & SENT EMAIL TO PROS IS THIS UPHELD)**

The successful Bidder shall employ a competent superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the Bidder and all communications given to and all decisions made by the superintendent shall be binding to the Bidder. Notwithstanding, the superintendent shall be considered to be, at all times, an employee of the Bidder under its sole direction and not an employee or agent of Dade County.

**2.20 WORK ACCEPTANCE**

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**SECTION 3 – TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

The Miami-Dade Park and Recreation Department (MDPR) requires a qualified vendor to perform maintenance and/or repairs of swimming pool heaters at various locations managed by MDPR in conjunction with the County's needs on an as needed when needed basis throughout Miami-Dade County. Preventive maintenance, start-up, and shut down of pool heaters and repairs may be required during the term of the resultant contract.

**3.2 GOODS / SERVICES TO BE PROVIDED****A. FIRST VISIT:**

1. Prior to the winter season, the awarded vendor must provide all labor and materials to perform the following procedures:
  - a. Remove burned assembly, clean fireside, heat exchanger, re-assemble pool heater, start-up to include checking gas supply and manifold pressure.
  - b. Check for proper water flow and temperature rise at pool heater. Adjust by-pass valve if needed; check limits, safeties and controls.
  - c. Check pool heater pump for proper operation.

**B. SECOND VISIT:**

1. At the end of the winter season, vendor shall check pool heaters prior shut down.

**C. OPTIONS**

1. Parts shall be at a markup not exceed 20%.  
Evidence of actual cost shall be provided upon request.
2. Additional Emergency, Call Backs, Holidays Work
  - a. Regular Hourly Labor Rate (Call Backs)
  - b. Emergency Hourly Rate (Night/Weekends/Holidays)

**3.3 POOL LOCATIONS**

	FACILITY NAME	ADDRESS	CITY
1	Palm Springs North Pool	7901 NW 176 Street	Miami
2	Rockway Pool	9460 SW 27 Drive	Miami
3	A.D. Barnes Pool	3401 SW 72 Avenue	Miami
4	Tropical Estates Pool	10201 SW 48 Street	Miami
5	Goulds Pool	21805 SW 114 Avenue	Miami
6	Helen Sands Pool	16350 SW 280 Street	Miami
7	Arcola Lakes Senior Center	8401 NW 14 Avenue	Miami
8	West Perrine Pool	10301 SW 170 Terrace	Miami
9	Marva Bannerman Pool	4820 NW 24th Ave	Miami

10	MDFR Training Facility	9300 NW 41st Street	Doral
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